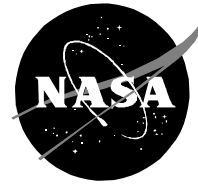


National Aeronautics and
Space Administration

George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812



NNM09277065J

“THIS DRAFT RFP IS NOT A SOLICITATION; BUT, RATHER IS ISSUED AS AN ACQUISITION PLANNING INSTRUMENT, AS A MEANS OF SOLICITING INDUSTRY COMMENTS FOR USE IN DEVELOPING THE FUTURE FORMAL SOLICITATION.”

NASA

Enterprise Applications Service Technologies (EAST) Contract

DRAFT

Request for Proposal

Issued by:
NASA/George C. Marshall Space Flight Center
Office of Procurement
Marshall Space Flight Center, AL 35812
Point of Contact: vann.jones@nasa.gov

RFP NO: NNM09277065J

SOLICITATION, OFFER AND AWARD			RATING D0-C9		PAGE 1 OF
2. CONTRACT NO. NNM09	3. SOLICITATION NO. NNM09277065J	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO. Planning PR - 4200277065	
7. ISSUED BY National Aeronautics & Space Administration George C. Marshall Space Flight Center Office of Procurement Marshall Space Flight Center, AL 35812		CODE	8. ADDRESS OFFER TO (If other than Item 7) NASA/George C. Marshall Space Flight Center Attn: PS30-IS60/Vann R. Jones 296 Cochran Road SW, Intergraph Bldg. 600 Annex Huntsville, AL 35824 (256) 961-1625		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **see Block 8** until **1:00 pm** local time, on **TBD**
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Vann R. Jones	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE (256) NUMBER 961-1625 EXT. N/A	C. EMAIL ADDRESS Vann.Jones@nasa.gov
---------------------------	---------------------------------	---------------------------------------------------------------------------------------------------------------	------------------------------------------------

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PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	20
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	4
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<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND	5
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	24	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	15

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
-------------------------------------------------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	--------------------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).	AMENDMENT NO	DATE	AMENDMENT NO	DATE
For offerors and related documents numbered and dated:	 	 	 	

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
 	 	 	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
 	 	 	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
 	 	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM CLAUSE G-2
 	 	
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
 	 	
26. NAME OF CONTRACTING OFFICER (Type or print) Harrv B. Craia	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
 	 	

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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ENTERPRISE APPLICATIONS SERVICE TECHNOLOGIES (EAST)

1.0 EXECUTIVE SUMMARY OF CONTRACT OBJECTIVES AND EXPECTED BENEFITS

The mission of the National Aeronautics and Space Administration (NASA) is to pioneer the future in space exploration, scientific discovery and aeronautics research. The Office of the Chief Information Officer (OCIO), in support of NASA's mission, seeks the achievement of management and institutional excellence comparable to the Agency's technical excellence.

To fulfill NASA's requirements for infrastructure improvement, the Agency has directed the OCIO to implement a program for providing more reliable and efficient Information Technology (IT) services. As a result, the NASA OCIO established a major IT improvement initiative, the IT Infrastructure Integration Program (I³P). Through I³P, the NASA OCIO intends to partner with industry to transform the way IT services are delivered and managed across the Agency. The I³P strategy includes consolidating service demand across the Agency and working with trusted sourcing partners to deliver standardized, stable, secure, cost effective and high quality IT infrastructure and Enterprise Applications services to the NASA user community. Detailed information and requirements related to I³P are located in Attachment **J-1**, Appendix **A**, *Cross Functional Requirements*.

The primary objectives of the EAST contract are to provide all services necessary to operate and maintain the NASA Enterprise Applications Competency Center (NEACC), located at the Marshall Space Flight Center in Huntsville, Alabama. The NEACC provides services to operate, maintain, and enhance key Business and Mission-Supporting platforms, applications and infrastructure used across the Agency. In addition, the NEACC provides support for the extended Enterprise Applications stakeholder and end-user communities. As NASA focuses its attention on the successful accomplishment of its core mission objectives, it is imperative that all Enterprise Applications operate reliably and effectively. The successful contractor must work collaboratively with other I³P vendors to ensure seamless integration between all providers supporting NASA's new IT strategy. In addition, it is important that Enterprise Applications Services—as supporting functions—be offered at the best possible value, allowing more NASA funds to be directed toward NASA's core mission.

The expected benefits for NASA resulting from the EAST contract are an increase in operational efficiencies across all aspects of the NEACC through the application of a “factory” model, and an improvement in customer and stakeholder satisfaction. The term factory is used to mean an environment that leverages fixed resources utilizing reliable, repeatable processes and best-practice competencies and techniques to manage an application portfolio in a highly efficient and high quality manner. The Contractor will have the opportunity to establish a collaborative partnership with NASA as a key service provider, resulting in the potential for increased profits as the result of successfully implementing broad-based operational efficiencies. Additionally, with a successful

performance determination, options may be exercised to extend the performance period and to affect positive past performance evaluations from NASA for future acquisitions. Poor performance will result in reduced profits and a poor past performance rating, thereby potentially limiting future business with NASA or other Federal Agencies.

1.1 SCOPE AND BOUNDARIES OF CONTRACTS

The scope and boundaries of the I³P contracts is located in Attachment **J-1**, Appendix **A**, *Cross Functional Requirements, Section 1*.

Figure 1.A – Current Agency-wide Contracts

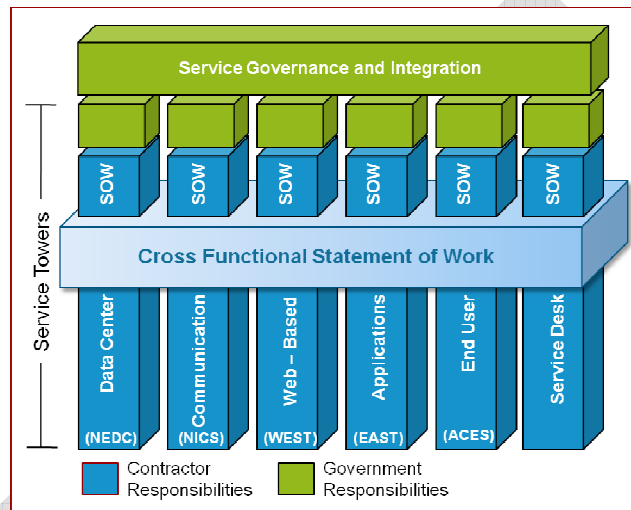


Figure 1.A above depicts the relationship between the I³P Cross Functional Statement of Work and the other procurement-specific Statements of Work.

1.2 IT INFRASTRUCTURE INTEGRATION PROGRAM (I³P) CROSS FUNCTIONAL REQUIREMENTS

An overview of the goals and composition of I³P is located in Attachment **J-1**, Appendix **A**, *Cross Functional Requirements, Section 1*.

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIRM FIXED PRICE (FFP) / INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)

The contractor shall provide all resources (except as may be expressly set forth in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS), Attachment **J-1**, for the work entitled "Enterprise Applications Service Technologies (EAST)". The work will be performed under a Firm-Fixed Price (FFP) type contract arrangement, with an Indefinite Delivery/Indefinite Quantity (ID/IQ) component for all contract years. Performance shall be evaluated in accordance with Attachment **J-4**, *Service Level Standards*.

NEACC Applications Maintenance Services (CLINs 1, 6, and 11)

Applications Maintenance services have been identified in advance and shall include all services described in PWS section 3.1, as well as all supporting functions delineated in PWS sections 2.0 and 5.0 for which a Firm-Fixed Price has been established.

NEACC Applications Enhancement Services (CLINs 2, 3, 4, 7, 8, 9, 12, 13 and 14)

Applications Enhancement services are those services that are required to enhance existing applications described in PWS section 3.2, as well as supporting functions delineated in PWS section 5.0. While not specifically identified in advance, these services shall be provided within clearly delineated performance bands for which a Firm-Fixed Price has been established.

Indefinite Delivery/Indefinite Quantity Work in support of NEACC Factory (CLINs 5, 10, and 15)

In addition to the NEACC Factory service requirements delineated in this contract, ID/IQ work identified in PWS 4.0 may also be performed. The Government may order ID/IQ services at any time after contract start, in accordance with the procedures set forth in Clauses **H.24**, *Task Ordering Procedures*, **H.25**, *Supplemental Task Ordering Procedures for EAST*, and FAR 52.216-18 (Section I) of this contract.

In performing these services, the contractor shall provide all required labor, based on the rates defined in Attachment **J-5A**, *EAST ID/IQ Labor Rates Schedule*, materials, travel, and other direct costs (ODCs) as delineated in the individual Task Order proposals. For each Task Order awarded, specific performance evaluation criteria, including delivery milestones and schedule milestones, will be established.

(End of Clause)

B.2 MATRIX OF CONTRACT LINE ITEMS (CLINS) AND CONTRACT VALUE

In order to separately track Price and Funding allotted, separate CLINS have been established as follows. Contract options will be exercised at the Government's discretion based on programmatic needs and in accordance with Clause F.7, *Option To Extend* and Clause F.8, *Option To Increase Quantity*.

Table B.2A – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	Price	Option Status
	BASE PERIOD				
1	5/1/10-4/30/12 Base Period	Applications Maintenance	2.0 and 3.1	\$ TBP	N/A
2	5/1/10-4/30/12 Base Period	Applications Enhancement	3.2	\$ TBP	N/A
3	5/1/10-4/30/12 Base Period	Option A To Increase Quantity	3.2	See Attachment J-5B	N/A
4	5/1/10-4/30/12 Base Period	Option B To Increase Quantity	3.2	See Attachment J-5B	N/A
5	5/1/10-4/30/12 Base Period/ ID/IQ	ID/IQ Summation of Task Order Values	4.0	\$ TBD	N/A
	TOTAL BASE PERIOD	See Note 2		\$ TBP	
	OPTION PERIOD 1				
6	5/1/12 – 4/30/14 Option 1	Applications Maintenance	2.0 and 3.1	\$ TBP	Unexercised
7	5/1/12 – 4/30/14 Option 1	Applications Enhancement	3.2	\$ TBP	Unexercised
8	5/1/12 – 4/30/14 Option 1	Option C To Increase Quantity	3.2	See Attachment J-5B	Unexercised
9	5/1/12 – 4/30/14 Option 1	Option D To Increase Quantity	3.2	See Attachment J-5B	Unexercised
10	5/1/12 – 4/30/14 Option 1 ID/IQ	ID/IQ Summation of Task Order Values	4.0	\$ TBD	Unexercised
	TOTAL OPTION 1	See Note 2		\$ TBP	
	OPTION PERIOD 2				
11	5/1/14 – 04/30/15 Option 2	Applications Maintenance	2.0 and 3.1	\$ TBP	Unexercised
12	5/1/14 – 4/30/15 Option 2	Applications Enhancement	3.2	\$ TBP	Unexercised
13	5/1/14 – 4/30/15 Option 2	Option E To Increase Quantity	3.2	See Attachment J-5B	Unexercised
14	5/1/14 – 4/30/15 Option 2	Option F To Increase Quantity	3.2	See Attachment J-5B	Unexercised
15	5/1/14 – 4/30/15 Option 2 ID/IQ	ID/IQ Summation of Task Order Values	4.0	\$ TBD	Unexercised
	TOTAL OPTION 2	See Note 2		\$ TBP	
	TOTAL PRICE			\$ TBD	

NOTE 1: Both PWS sections 3.1 and 3.2 include PWS section 5.0 Delivery Functions.

NOTE 2: For initial proposal submission, Total Base Period and Total Options are inclusive of proposed **TBP** CLIN amounts only.

(End of Clause)

B.3 FIRM FIXED PRICE (FFP)

- 1) The total firm fixed price for this contract, as delineated in Table B.2A is \$ TBP . This price is inclusive of: **CLINs 1 and 2** as well as any period of performance options exercised. In addition, this price is inclusive of exercised Option to Increase Quantity CLINs: **TBD**.
- 2) In accordance with Clause **F.8**, *Option to Increase Quantity*, Options A - F below provide the firm fixed price for any increase in quantity to PWS 3.2 in accordance with the terms of Clause **F.8**.
 - a) **Option A (CLIN 3)** - EAST PWS 3.2 Band Option Price Schedule (Base Period- May 1, 2010- April 30, 2012). The price for this option shall be the value corresponding to the month in which it is exercised as specified in Attachment **J-5B**.
 - b) **Option B (CLIN 4)** - EAST PWS 3.2 Band Option Price Schedule (Base Period- May 1, 2010- April 30, 2012). The price for this option shall be the value corresponding to the month in which it is exercised as specified in Attachment **J-5B**.
 - c) **Option C (CLIN 8)** - EAST PWS 3.2 Band Option Price Schedule (Option Period 1- May 1, 2012- April 30, 2014). The price for this option shall be the value corresponding to the month in which it is exercised as specified in Attachment **J-5B**.
 - d) **Option D (CLIN 9)** - EAST PWS 3.2 Band Option Price Schedule (Option Period 1-May 1, 2012- April 30, 2014). The price for this option shall be the value corresponding to the month in which it is exercised as specified in Attachment **J-5B**.
 - e) **Option E (CLIN 13)** - EAST PWS 3.2 Band Option Price Schedule (Option Period 2- May 1, 2014 – April 30, 2015). The price for this option shall be the value corresponding to the month in which it is exercised as specified in Attachment **J-5B**.
 - f) **Option F (CLIN 14)** - EAST PWS 3.2 Band Option Price Schedule (Option Period 2- May 1, 2014- April 30, 2015). The price for this option shall be the value corresponding to the month in which it is exercised as specified in Attachment **J-5B**.
- 3) Options A – F may be unilaterally exercised by the Government at any time and any exercised options will be delineated in Clause **B.2** above.

(End of Clause)

B.4 APPLICATION POINT UNIT PRICE (Credit & Debit)

In accordance with Attachments **J-5B**, *EAST PWS 3.2 Band Option Price Schedule*, **J-5C**, *EAST PWS 3.2 Base Price Schedule* and **J-6**, *Application Point Requirements*, the Application Point Unit Price in support of PWS 3.2 for each contract period and Option is:

Table B.4A – Application Point Unit Price

PERIODS	*Reduced Resource Credit (RRC) Price (Credit) / *Additional Resource Charge (ARC) Price (Debit)
<u>Base Period</u> 5/1/10-4/30/12	\$ TBP
Option A	\$ TBP
Option B	\$ TBP
<u>Option Period 1</u> 5/1/12 – 4/30/14	\$ TBP
Option C	\$ TBP
Option D	\$ TBP
<u>Option Period 2</u> 5/1/14 – 4/30/15	\$ TBP
Option E	\$ TBP
Option F	\$ TBP

***Note: The proposed credit unit price and debit unit price for each period shall be the same price.**

(End of Clause)

B.5 PRICE DEDUCTION FOR FAILURE TO MEET CRITICAL SERVICE LEVELS (CSLs) (PWS 3.1 & 3.2)

On each monthly invoice submitted, the Contactor shall apply deductions for failure to meet CSLs. Detailed instructions for applying the price deduction for failure to meet CSLs and the method of calculation is defined in Attachment **J-4**, *Service Level Standards*.

(End of Clause)

B.6 CALCULATION OF SERVICE CREDIT AND DEBIT FOR APPLICATION ENHANCEMENTS (PWS 3.2)

- a) On each monthly invoice submitted, the Contractor shall calculate a Reduced Resource Credit (RRC) or an Additional Resource Charge (ARC), if applicable, based on the following formula:
 - $RRC = (\text{Minimum Application Points Required} - \text{Actual Application Points Completed}) \times \text{Application Point Unit Price}$
 - $ARC = (\text{Actual Application Points Completed} - \text{Maximum Application Points Required}) \times \text{Application Point Unit Price}$
- b) Detailed instructions for calculating this service credit or service debit to the monthly invoice in support of PWS 3.2, is defined in Attachment **J-6**, *Application Point Requirements*.
- c) On or about the anniversary of contract award, the Government will make an assessment of ARC/RRC performance for the prior 12 month period and issue a reconciliation modification to adjust upwardly or downwardly the contract value based on the net cumulative value of the total ARC/RRC amounts issued during this period. The contract value adjustment will be based on the data contained in the monthly invoices submitted for the prior 12 month period in accordance with Clause **G.2**.

(End of Clause)

B.7 SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) TASK ORDERS (PWS 4.0)

Products or services which have not been identified in advance, but are within the general scope of this contract, may be authorized by the Government as a fixed price Task Order, using pre-established negotiated labor rates (Attachment **J-5A**, *EAST ID/IQ Labor Rates Schedule*) in an ID/IQ type arrangement. A summation of authorized Task Orders is listed below and will be updated periodically via a unilateral modification.

Table B.7A - Summation of Task Orders by Contract Year and Total Task Order Price*

Contract Period Covered	*Total Task Order Value
Base Year 1-Contract Year 1	*TBD
Base Year 2- Contract Year 2	* TBD
Option 1 Year 1- Contract Year 3	* TBD
Option 1 Year 2- Contract Year 4	* TBD
Option 2 Year 1-Contract Year 5	* TBD
TOTALS	* TBD

*Government will fill-in as Task Orders are implemented and a Modification will be issued periodically to update ID/IQ values.

(End of clause)

B.8 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)

- a) The ID/IQ portion of this contract is described in Attachment **J-1**, PWS 4.0. This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses **H.24** and **H.25**.
- b) This clause establishes the minimum and maximum quantity values for each ID/IQ CLIN of the contract as set forth below.

Table B.8B - ESTIMATED ID/IQ MINIMUM AND MAXIMUM VALUES

ID/IQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
5	Base (Years 1 & 2)	\$0.00	\$ 32,000,000
10	Option 1 (Years 3 & 4)	\$0.00	\$ 49,000,000
15	Option 2 (Year 5)	\$0.00	\$ 19,000,000
TOTAL			\$ 100,000,000

- c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the ID/IQ CLINs.
- d) The establishment of this ID/IQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.
- e) The actual values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses **H.24** and **H.25**. A reconciling unilateral modification to the contract will be periodically issued that reflects the current task order summation value in Clause **B.7**.

- f) Any unused value remaining in ID/IQ CLINs delineated in (b) above, may be rolled over to subsequent contract option periods, provided that the total maximum quantity of \$100,000,000 is not exceeded over the life of the EAST contract.

(End of Clause)

B.9 CONTRACT EXTENSION RESULTING FROM PROTESTS

If the award of a successor contract to perform the services being performed under this contract is delayed because of a protest, the Contracting Officer may extend the period of performance on this contract to cover any delay caused by such protest. The Contractor shall be entitled to an equitable adjustment for such an extension.

(End of Clause)

[END OF SECTION]

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**SECTION C - DESCRIPTION/SPECIFICATIONS/
PERFORMANCE WORK STATEMENT**

C.1 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The work to be performed by the Contractor is delineated in Attachment **J-1**, *Performance Work Statement* and Attachment **J-1**, Appendix **A**, *Cross Functional Requirements* respectively.

(End of Clause)

C.2 GENERAL

- a) It is understood and agreed that the work performed under this contract is on a completion basis and that the Performance Work Statement (PWS), in conjunction with other Section J Attachments, is stated in sufficient terms to minimize Government direction to ensure that operational requirements are met.
- b) The Contractor shall be responsible for completion of all work described in the PWS, on a FFP basis.
- c) Task Orders will be issued to perform all work in PWS 4.0, Indefinite Delivery/ Indefinite Quantity (ID/IQ). Pre-established FFP Labor Rates will be used to price these Task Orders, based on a firm negotiated price that includes agreement on the skill mix, deliverables, performance standards, risk assessment/impacts, and schedule.

(End of Clause)

C.3 DATA REQUIREMENTS LIST (DRL)

- a) The contractor shall furnish all data identified and described in the Data Requirements List (DRL) of Attachment **J-2**, *Data Procurement Document (DPD)*. All expenses associated therewith are included in the firm fixed price of this contract.
- b) The Government reserves the right to delay the date of delivery of any or all DRDs specified in the DRL and such right may be exercised at no increase in the firm fixed price of this contract.
- c) Nothing contained in this DRL clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DPD but, required under another clause of this contract.
- d) To the extent that data required to be delivered under a DRD is also required to be delivered under another clause of the contract, the requirements established by both the DRD and such other contract clause shall apply. In the event of a conflict between the data requirements of the DPD and another contract clause, the contract clause shall take precedence.

(End of Clause)

[END OF SECTION]

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SECTION D – PACKAGING AND MARKING**D.1 PACKAGING, HANDLING, AND TRANSPORTATION**

The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(End of Clause)

[END OF SECTION]

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following website: <http://www.acquisition.gov/far/>.

Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

CLAUSE NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

(End of Clause)

E.2 PLACE OF FINAL INSPECTION AND ACCEPTANCE

The place of final inspection and acceptance for deliverables under this contract shall be at the F.O.B. point as set forth in Clause **E.4**, *Free On Board (F.O.B.) Point*.

(End of Clause)

E.3 HIGHER-LEVEL QUALITY REQUIREMENTS (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standards selected below:

<u>Title</u>	<u>Number</u>	<u>Date</u>
<i>Marshall Management Manual</i>	MPD 1280.1	Latest issue

(End of Clause)

E.4 CHANGES TO HIGHER-LEVEL QUALITY REQUIREMENTS

It is mutually agreed and understood that the Government may unilaterally update Clause **E.3** with future versions and require full compliance to the latest requirements. Such action should not give rise to an equitable adjustment to the contract price, or any other expressed terms and conditions of this contract.

(End of Clause)

**E.5 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS
(NFS 1852.246-71) (OCT 1988)**

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Inspection and acceptance of all work shall be performed at George C. Marshall Space Flight Center, Huntsville, AL, and such other places of performance or delivery of work required under this contract.

(End of Clause)

E.6 MATERIAL INSPECTION AND RECEIVING REPORT 1852.246-72 (AUG 2003) (MODIFIED)

If the Contracting Officer determines that DD Form 250 is required from Clause **E.7** below then:

- a) At the time of each delivery to the Government under this contract, the contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three (3) copies, an original and two (2) copies.
- b) The contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- c) When more than one package is involved in a shipment, the contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

E.7 SUBMISSION OF MATERIAL INSPECTION AND RECEIVING REPORTS

Material Inspection and Receiving Reports (DD Form 250) may be required for equipment and hardware deliveries and system turnover to the Government. Individual Task Order requirements will specify when submittal of a DD Form 250 is required.

(End of Clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following website: <http://www.acquisition.gov/far/>.

Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.247-34	NOV 1991	F.O.B. DESTINATION

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract shall be May 1, 2010 through April 30, 2012.

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC - 52.237-91) (FEB 2001)

The contractor shall perform the work under this contract at Marshall Space Flight Center (MSFC), Alabama and or near site locations (within 10 miles of MSFC) and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.4 FREE ON BOARD (F.O.B.) POINT

- a) The F.O.B. point for deliverables under this contract shall be the George C. Marshall Space Flight Center, Marshall Space Flight Center, AL 35812, at the sites requiring the deliverables, or for specific items, when so directed by the Contracting Officer or his duly authorized representative, at the Contractor's facilities.
- b) Those items having the F.O.B. point at the Contractor's facilities in accordance with (a) above shall be shipped as directed by the Contracting Officer or his duly authorized representative and in accordance with Clause 52.247-1, *Commercial Bill of Lading Notations*.

(End of Clause)

F.5 SECTION 10721 RATES (MSFC-52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

F.6 PHASE IN AND PHASE-OUT**a) Contractor Phase-In**

The services provided by this Order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the PWS. These phase-in activities are to be performed under a separate phase-in purchase order and all costs associated with phase-in are specifically excluded from this contract.

b) Contractor Phase-out

- 1) Prior to contract completion, a successor contractor(s) may be selected to perform the work requirements covered by the PWS. The Contractor shall conduct an orderly phase-out of all required activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities.
- 2) Upon written notice by the Contracting Officer prior to the contract completion date, the Contractor shall conduct phase-out activities for up to 90 calendar days in accordance with FAR 52.237-3, *Continuity of Services*.

(End of Clause)

F.7 OPTION TO EXTEND

In accordance with FAR 52.217-9, *Option to Extend the Term of the Contract* of this contract, the Contracting Officer may exercise the following options(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

<u>Option Period Numbers/CLINs</u>	<u>Length</u>	<u>Period of Performance</u>
Option 1 - (CLINs 6, 7, 8, 9 &10)	2 Yrs.	May 01, 2012 through April 30, 2014
Option 2 - (CLINs 11, 12, 13, 14 & 15)	1 Yr	May 01, 2014 through April 30, 2015

The Government may extend the term of this contract by written notice to the contractor within 30 days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

- a) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- b) The Government may exercise one or more of the options specified in the contract consecutively or concurrently if it is deemed in the best interest of the Government.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

F.8 OPTION FOR INCREASED QUANTITY

In accordance with FAR 52.217-7, *Option for Increased Quantity- Separately Priced Line Item*, the Government may at any time exercise options for additional quantities of services as specified below. Prices associated with these increased quantities shall be those provided in the Schedule in Attachment **J-5B**. These prices are contingent upon the time remaining in the applicable contract period. The Contracting Officer will provide written notice to the Contractor of the Government's intent to exercise the increased quantity options prior to the need for implementation of the additional service quantities. The additional services to be provided under this option clause will be implemented at the beginning of the month following the date of exercise of the option.

- a) **Option A (CLIN 3)** - The Contractor shall increase the PWS 3.2 monthly Application Point Band by an additional 750 points. The additional points will be added to both the lower and upper limits of the monthly Application point band and may be exercised any time during the period May 1, 2010, through April 30, 2012. The Contractor Application Point Unit Price, as defined in **J-5B**, shall be used to calculate ARCs and RRCs during the term of Option A.
- b) **Option B (CLIN 4)** - The Contractor shall increase the PWS 3.2 monthly Application Point Band by an additional 750 points. The additional points will be added to both the lower and upper limits of the monthly Application point band and may be exercised any time during the period May 1, 2010, through April 30, 2012. The Contractor Application Point Unit Price, as defined in **J-5B**, shall be used to calculate ARCs and RRCs during the term of Option B.
- c) **Option C (CLIN 8)** - The Contractor shall increase the PWS 3.2 monthly Application Point Band by an additional 750 points. The additional points will be added to both the lower and upper limits of the monthly Application point band and may be exercised anytime during the period May 1, 2012, through April 30, 2014. The Contractor Application Point Unit Price, as defined in **J-5B**, shall be used to calculate ARCs and RRCs during the term of Option C.

- d) **Option D (CLIN 9)** - The Contractor shall increase the PWS 3.2 monthly Application Point Band by an additional 750 points. The additional points will be added to both the lower and upper limits of the monthly Application point band and may be exercised anytime during the period May 1, 2012, through April 30, 2014. The Contractor Application Point Unit Price, as defined in **J-5B**, shall be used to calculate ARCs and RRCs during the term of Option D.
- e) **Option E (CLIN 13)** - The Contractor shall increase the PWS 3.2 monthly Application Point Band by an additional 750 points. The additional points will be added to both the lower and upper limits of the monthly Application point band and may be exercised anytime during the period May 1, 2014, through April 30, 2015. The Contractor Application Point Unit Price, as defined in **J-5B**, shall be used to calculate ARCs and RRCs during the term of Option E.
- f) **Option F (CLIN 14)** - The Contractor shall increase the PWS 3.2 monthly Application Point Band by an additional 750 points. The additional points will be added to both the lower and upper limits of the monthly Application point band and may be exercised anytime during the period May 1, 2014, through April 30, 2015. The Contractor Application Point Unit Price, as defined in **J-5B**, shall be used to calculate ARCs and RRCs during the term of Option F.

(End of Clause)

F.9 SPECIAL CONDITIONS APPLICABLE TO EXERCISE OF OPTION 1 AND OPTION 2

a) Option Decision Package

Ten months prior to the effective date of Options 1 and 2 (if Option 1 is exercised), the Contractor shall prepare and submit an Option Decision Package to the Contracting Officer in accordance with DRD 1293CD-001, *Option Decision Package*. The Option Decision Package shall address the decision considerations listed below and any additional information requested by the Contracting Officer. A request for additional information to be included in the Option Decision Package will be made in writing by the Contracting Officer at least 14 calendar days before the due date of the package.

b) Option Decision Considerations

In accordance with NFS 1817.207-70 (b) (1), the Government will perform an analysis to determine whether the exercising of the option is in the Government's best interest. The analysis required to support the option exercise determination must include consideration of other factors in addition to price. In addition to the other factors contained in FAR 17.207(e), the determination to exercise the option will consider other areas such as the contractor's performance in satisfying contract

requirements, earning positive performance ratings, and the contractor's level of success in implementing operational efficiencies in the NEACC factory.

The Government will consider the following in making a determination to exercise pursuant to clause 52.217-9, entitled *Option to Extend the Term of the Contract*, of the contract:

1) NEACC Factory Operations

- Consistent achievement of all Service Level Standards for the proposed price with minimum contract changes.
- Successful implementation of the Application Point method for managing NEACC factory capacity.
- Contractor proposed additions, modifications and deletions to the existing Service Level Standards in Attachment **J-4**, *Service Level Standards* for the option period under consideration.

2) ID/IQ Application Implementation

- Consistent achievement of scheduled milestones and quality standards for the proposed price.
- Demonstrated success at transitioning new capabilities to operations.

3) Any other consideration, such as that required by FAR Part 17, which may be determined to be significant by the Government including, but not limited to, availability of funding and continuation of need for the services.

c) Decision to Exercise Options or Continue Services

The decision to exercise any option will be solely at the discretion of the Government. The decision to exercise Options 1 and 2 will require approval by appropriate levels of NASA management prior to issuance of a modification exercising either option. This clause does not limit the Government's rights relative to any other clause included in this contract.

(End of Clause)

[END OF SECTION]

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SECTION G - CONTRACT ADMINISTRATION DATA**G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/>.

- (a) Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

NOTICE: The following clauses are hereby incorporated by reference:

CLAUSE NUMBER	DATE	TITLE
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE LICENSING
1852.232-82	MAR 1989	SUBMISSION OF REQUEST FOR PROGRESS PAYMENTS

(End of Clause)

G.2 SUBMISSION OF INVOICES FOR PAYMENT

- a) The designated billing office for submission of all invoices for purposes of the *Prompt Payment* clause of this contract is indicated below. Invoices for payment shall include a reference to the number of this contract.
- b) Original invoices should be submitted to:
- NASA Shared Services Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Building 1111, C. Road
Stennis Space Center, MS 39529
- Email: NSSC-AccountsPayable@nasa.gov
Fax: (866) 209-5415

This is the designated billing office for the purpose of the *Prompt Payment* clause of this contract. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

- c) Invoice Calculation:
- 1) The Contractor's monthly invoice shall include the firm fixed price for PWS 3.1 and 3.2. For invoice purposes the monthly invoice amount shall be straightlined over the total based period of performance or for any options if exercised.

- 2) In accordance with Clause **B.6**, the Contractor shall calculate a Reduced Resource Credit (RRC) or an Additional Resource Charge (ARC), if applicable, based on the formula identified in Clause **B.6** prior to applying any critical service level price deduction.
- 3) In accordance with Clause **B.5** the Contractor's monthly invoice shall apply any deduction(s) for failure to meet critical service levels as defined in Attachment **J.4**, *Service Level Standards*.
- 4) Any approved Task Orders under PWS 4.0 shall be invoiced separately and Progress Payments may be requested by the Contractor in accordance with NFS 1852.232-82, based on pre-defined milestones/deliverables established in the individual Task Orders.

(End of Clause)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

- a) For purposes of administration of the clause of this contract entitled *New Technology* or *Patent Rights--Retention by the Contractor (Short Form)*, whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative

NASA/George C. Marshall Space Flight Center
Attn: ED03/New Technology Representative
Marshall Space Flight Center, AL 35812

Patent Representative

NASA/ George C. Marshall Space Flight Center
Attn: LS01/Chief Intellectual Property Counsel
Marshall Space Flight Center, AL 35812

- b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a *New Technology* clause or *Patent Rights--Retention by the Contractor (Short Form)* clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

**G.4 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT
TERMINATION CLEARANCE (MSFC - 52.204-90) (JULY 2006)**

- a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, *MSFC Contractor Badge/Decal Application*. Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative or the Contracting Officer for completion and approval prior to processing by the MSFC Protective Services Department.
- b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," when the access is no longer needed.
- c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

**G.5 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED
PROPERTY (1852.245-70) (SEP 2007) (ALT I) (DEVIATION)**

- a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.
- b) 1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--
 - i) Justify the need for the property;
 - ii) Provide the reasons why contractor-owned property cannot be used;
 - iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
 - iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

- v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.
- 2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.
- 3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.
- c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.
- d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.
- e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.
 - 1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.
 - i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.
 - ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.
 - 2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

(End of Clause)

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION) (1852.245-71) (SEP 2007)**

- a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- NPR 4100.1, *NASA Materials Inventory Management Manual*
- NPR 4200.1, *NASA Equipment Management Procedural Requirements*
- NPR 4300.1, *NASA Personal Property Disposal Procedural Requirements*

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property. Under this clause, the Contractor retains accountability for all material and the Contractor assumes full responsibilities.

On-site contractor employees shall also take the on-line Property Responsibility Training.

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- b) 1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
 - ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
 - iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, *Government Property*, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
 - iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, *Government Property*, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
- 2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- c) The following property and services are provided if checked.
- X 1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
 - X 2) Office furniture. (Note: Does not include specialty or ergonomic furniture)
 - 3) Property listed in Attachment N/A
- (ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

X 4) Supplies from stores stock.

X 5) Publications and blank forms stocked by the installation.

X 6) Safety and fire protection for Contractor personnel and facilities.

X 7) Installation service facilities: See Attachment **J-9**, *Installation-Provided Property and Services*.

X 8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X 9) Cafeteria privileges for Contractor employees during normal operating hours.

X 10) Building maintenance for facilities occupied by Contractor personnel.

X 11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of Clause)

G.7 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (1852.245-74) (SEP 2007)

- a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook ([NASA-HDBK](#)) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.
- b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- e) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- 1) Item Description.
 - 2) Unique Identification Number (License Tag).
 - 3) Unit Price.
 - 4) An explanation of the data used to make the unique identification number.
- d) For items physically transferred under paragraph (a) the following additional data is required:
- 1) Date originally placed in service.
 - 2) Item condition.
 - 3) Date last serviced.
- e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:
- NASA, George C. Marshall space Flight Center
MSFC Central Receiving, Building 4631
MSFC, AL 35812
- f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of Clause)

G.8 PROPERTY MANAGEMENT CHANGES (DEVIATION) (1852.245-75)
(SEP 2007)

- a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --
- 1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
 - 2) Alters physical inventory timing or procedures;
 - 3) Alters recordkeeping practices;
 - 4) Alters practices for recording the transport or delivery of Government property; or
 - 5) Alters practices for disposition of Government property.
- b) The Contractor shall contact the IPO at:

NASA-MSFC Industrial Property Officer: Tracy Helmick
Attn: Mail Code AS41
MSFC, AL 35812
(256) 544-5272

(End of Clause)

**G.9 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION)
(1852.245-82) (SEP 2007)**

- a) In addition to the requirements of the clause at FAR 52.245-1, *Government Property*, the Contractor shall comply with the following in performance of work in and around Government real property:
 - 1) NPD 8800.14, *Policy for Real Property Management*
 - 2) NPR 8831.2, *Facility Maintenance Management*
- a) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- b) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- c) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

G.10 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

- a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement [1842.270](#). "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -
 - 1) Constitutes an assignment of additional work outside the statement of work;

- 2) Constitutes a change as defined in the changes clause;
 - 3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - 4) Changes any of the expressed terms, conditions, or specifications of the contract;
or
 - 5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- c) All technical direction shall be issued in writing by the COTR.
- d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -
- 1) Rescinded in its entirety; or
 - 2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

[END OF SECTION]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following website: <http://www.acquisition.gov/far/>.

- a) Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

NOTICE: The following clauses are hereby incorporated by reference:

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.223-70	FEB 2000	EXPORT LICENSES (ALT 1) (FEB 2000)

(End of Clause)

H.2 ASBESTOS MATERIAL (MSFC - 52.223-90) (JUNE 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify representatives of the Environmental Health Office, an office within the MSFC Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.3 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

- a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organization Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's/Teammates'/Subcontractors' attention is invited to this subpart and shall comply with these restrictions.

- b) The Contracting Officer has determined that during the performance of this contract, the successful Offeror or Subcontractor(s) may be put in the position of performing the following:

- 1) Identifying and defining requirements for major enhancements and/or new applications

For purposes of this clause the term “Contractor” includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractor’s teammates and or Subcontractor(s). The existence of these conflicting roles might bias the contractor’s judgment.

- c) Within two working days of receiving any work request that causes such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing the following:

- 1) Nature of the Conflict
- 2) Plan for avoiding, neutralizing, or mitigating the conflict
- 3) The benefits and risks associated with acceptance of the plan

- d) The Contracting Officer shall review the report and determine which of the following is in the best interests of the Government and shall so advise the Contractor:

- 1) The Contractor shall perform consistent with the request for work
- 2) The Contractor shall not perform the work
- 3) The work will be removed from the contract
- 4) The work may be performed by the Government from another source not possessing the conflict of interest
- 5) The Contractor may identify a subcontractor who can provide the services and all deliverables shall be delivered directly to the Contracting Officer’s Technical Representative and the Contracting Officer. This subcontract will not obviate the contractor’s responsibility for acceptable technical performance under the Contract.

- e) Any limitations on future contracting resulting from the Contractor’s or its Subcontractor’s preparation of specifications/statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause **H.4**, *Limitation of Future Contracting*.

- f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

- g) The contractor shall include this clause in all subcontract(s).

(End of Clause)

H.4 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

- a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 -- Organizational Conflicts of Interest.
- b) The nature of this conflict is an unfair competitive advantage.
- c) The restrictions upon future contracting are as follows:
 - 1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - 2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, or Government procurement sensitive information, and as long as such data or information remains proprietary, confidential, or sensitive, the Contractor shall protect such data or information from unauthorized use and disclosure and agrees not to use it to compete with other companies.

(End of Clause)

H.5 RESERVED

(End of Clause)

H.6 SPECIAL TERMS FOR CONTRACT CHANGES FOR APPLICATIONS MAINTENANCE (PWS 3.1)

The parties agree that in performance of PWS, Section 3.1, Applications Maintenance, the Contractor shall be required to support periodic increases and decreases in total effort required to complete Application Maintenance service requests. During the term of this contract the type and quantity of Application Maintenance service requests may vary. These work variations are considered to be within the scope of this contract and shall not be construed as changes within the meaning of FAR 52.243-1, *Changes-Fixed Price – Alternate II* clause of this contract as long as during a contract year Application Points completed are not less than or greater than the lower and upper limits defined in Attachment **J-6**, *Application Point Requirements*, Section 1.3.1. All effort within these limits shall not give rise to an upward or downward equitable adjustment to the contract price.

(End of Clause)

H.7 RESERVED

(End of Clause)

H.8 SAFETY AND HEALTH (1852.223-70) (APR 2002)

- a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- f) 1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When

the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

1) The work will be conducted completely or partly on premises owned or controlled by the Government.

2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being

performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

- j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

- 1) Written hazardous operating procedures for all hazardous operations; and/or
- 2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.9 LABOR PROVISIONS

Service Contract Act

Pursuant to the requirements of the Service Contract Act of 1965, as amended, and the applicable clauses incorporated in Section I, the minimum wages to be paid service employees under this contract shall be those set forth in the Department of Labor Wage Determinations (Reference Attachment **I-3**, *Wage Determinations*).

NOTICE- This solicitation and resulting contract are subject to the **statutory** provisions of the Service Contract Act of 1965, as amended, (Contract clause 52.222-41), and the implementing regulations of the Act outlined in Title 29 Code of Federal Regulations, Part 4.

As a prospective Offeror you are liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of this Act. Therefore, it is imperative that you take appropriate action when preparing your proposal to assure compliance and ensure that your corporate policies are congruous with the spirit and intent of the law.

(End of Clause)

H.10 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992)

a) The on-site Government personnel observe the following holidays:

New Year's Day
 Martin Luther King, Jr. Day
 Presidents' Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of Clause)

H.11 RESERVED

(End of Clause)

H.12 ENVIRONMENTAL – GENERAL CLAUSE (MSFC 52.223-92) (DEC 2006)

NASA/Marshall has developed and maintains an Environmental Management System, in accordance with Executive Order 13148, to support and implement its environmental policy of:

- Enabling Marshall's Mission Through Environmental Compliance and Stewardship and By Providing A Safe And Healthful Workplace
- MPD 8500.1, *MSFC Environmental Policy*

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1 and MPR 8500.1, *MSFC Environmental Management Program*. MSFC contractors requiring on-site activities that could potentially impact the environment shall be responsible for following all established NASA/Marshall environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/Marshall Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and

could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/Marshall facilities.

(End of Clause)

H.13 RESERVED

(End of Clause)

H.14 KEY PERSONNEL AND FACILITIES (1852.235-71) (MARCH 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TABLE H.14-A-KEY PERSONNEL		
	Name of Personnel	Key Position
1	TBP*	TBP
2	TBP	TBP
3	TBP	TBP
4	TBP	TBP
5	TBP	TBP
6	TBP	TBP
7	TBP	TBP
8	TBP	TBP
9	TBP	TBP
10	TBP	TBP

*To Be Completed by Offeror as Part of the Model Contract Not-To-Exceed Ten (10)

(End of Clause)

H.15 SUBCONTRACTS

- a) In accordance with the clause entitled FAR 52.244.2, *Subcontracts* the following classes of subcontracts are designated for special surveillance, and the Contractor shall obtain the Contracting Officer's written consent before placement:
- 1) All fixed price subcontracts exceeding \$500,000 total value, including all options, if the Contractor has an approved purchasing system; and,
 - 2) All fixed price subcontracts exceeding \$100,000 total value, including all options, if the Contractor does not have an approved purchasing system.
- b) In conducting procurements for IT resources, the Contractor shall comply with the acquisition planning, publication, and competition requirements as generally set forth in the Federal Acquisition Regulation (FAR), Parts 6 and 39. Before issuing a solicitation for any IT resource procurement estimated to exceed \$2,500,000 in total value, the Contractor shall obtain the Contracting Officer's prior written consent to proceed with the procurement.
- c) All subcontracts shall be in the name of the contractor and shall not bind nor purport to bind the Government in any manner.

(End of Clause)

H.16 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any NASA laboratory or office are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such NASA management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- Policy making or management of NASA operations;
- NASA Program or project management;
- Technical management of Government contracts;
- NASA management planning, programming, budgeting, review, and analysis;
- Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefore;
- Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit NASA in any capacity;
- Clerical and other administration-type functions required to be performed by civil service personnel; and
- Supervision of Government employees.

(End of Clause)

H.17 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (AUG 2005)

- a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of the Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provision of MWI 8550.5, *Hazardous Material Management*. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.
- b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.18 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (MSFC - 52.223.93) (FEB 2008)

The Contractor agrees to coordinate with the Investigations Unit lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit lead Investigator in the MSFC Protective Services Office if any of its onsite employee's exhibit any established indicators of potentially violent behavior.

(End of Clause)

H.19 APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Performance Work Statement of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s) where the type of subcontract, or work to be performed, could make the clause applicable. Such inclusion shall be in addition to the flowdown of FAR/NFS clauses required by those clauses.

- B.5 Price Deduction For Failure to Meet Critical Service Level Standards
- B.10 Contract Extension Resulting from Protests
- G.3 New Technology
- G.4 Contractor Employee Badging and Employment Termination Clearance
- H.2 Asbestos Material

- H.3 Mitigation of Organizational Conflicts of Interest (OCI)
- H.4 Limitation of Future Contracting
- H.10 Observance of Legal Holidays
- H.11 Reserve Gate Procedures/One-Gate Plan
- H.16 Excluded Functions and Responsibility
- H.17 Hazardous Material Reporting
- H.18 Advanced Notifications of Contractor Employee Discipline or Involuntary Termination
- I.3 Statement of Equivalent Rates for Federal Hires

(End of Clause)

H.20 ASSOCIATE CONTRACTOR AGREEMENTS

- a) Portion of the contract requiring joint participation (with contractors under other NASA contracts) in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the implementation of IP which shall ensure the greatest degree of cooperation to meet the terms of the contract. Associate contractors are listed in paragraph (h) below.
- b) ACA shall include the following general information:
 - 1) Identify the associate contractors and their relationships.
 - 2) Identify the program(s) involved and the relevant Government contracts of the associate contractors.
 - 3) Describe the associate contractor interfaces by general subject matter.
 - 4) Specify the categories of information to be exchanged or support to be provided.
 - 5) Identify the expiration date (or event) of the ACA.
 - 6) Identify potential conflicts between relevant Government contracts and the ACA and include agreements on protection of proprietary data and restrictions on employees.
- c) A copy of such agreement shall be provided to the CO for review before execution of the document by the cooperating associate contractors. Initial ACAs should be in place 3 months after contract award. Subsequent ACAs required during contract performance shall be accomplished within 3 months of written notification from the CO to the contractor.
- d) Nothing in the foregoing shall affect compliance with the requirements of the *Organizational Conflict of Interest* clause.
- e) The contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

- f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- g) All costs associated with the agreements are included in the firm fixed price of CLINS 1, 6, and 11 of this contract. Agreements may be amended as required by the Government during the performance of contract.
- h) The following are “associate contractors” with whom agreements are required:

Contract	Services	Contractor
NASA Integrated Communications Services (NICS)	Wide-Area Network / Local Area Network & Telecommunications	TBD
Agency Consolidated End-User Services (ACES)	Desktop computing services	TBD
Web Enterprise Service Technologies (WEST)	NASA Web portal	TBD
NASA Enterprise Data Center (NEDC)	Data hosting and housing services	TBD
NASA Shared Services Center (NSSC)	Enterprise Service Desk, NASA Enterprise Service Ordering System	CSC
Agency-wide Protective Services Contract	Protective Services	TBD
MSFC Information Technology Services (MITS)	IT Services for Marshall Space Flight Center and associated component facilities	TBD

(End of Clause)

H.21 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

- a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- b) All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken

to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

- c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.
- d) The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

H.22 RESERVED

(End of Clause)

H.23 GOVERNMENT'S RIGHTS TO INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION

- a) With the exception of financial information, the Government will have unlimited rights to use and distribute to third parties any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Governmental expense. The Contracting Officer may, at any time during the contract performance or within a period of 120 day after contract completion, require the delivery of any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.

- b) The Contracting Officer may release the contractor from the requirements of this clause for specifically identified information at any time.

(End of Clause)

H.24 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)

- a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - 1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - 2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - 3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- c) Within (5) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - 1) Date of the order.
 - 2) Contract number and order number.
 - 3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - 4) Performance standards, and where appropriate, quality assurance standards.
 - 5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - 6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - 7) Delivery/performance schedule including start and end dates.
 - 8) If contract funding is by individual task order, accounting and appropriation data.
- e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within [3] calendar days after receipt of the task order.

- f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

H.25 SUPPLEMENTAL TASK ORDERING PROCEDURES FOR EAST

- a) This clause supplements the Task Ordering Procedure defined in Clause **H.24**, *Task Ordering Procedure*.
- b) Work to be performed under this portion of the requirement will be within the parameters of the Attachment **J-1**, *PWS Section 4.0*, and more clearly defined in the Task Orders (TOs) issued by the Contracting Officer. Additional work will be approved and issued at the ID/IQ Task Order WBS elements Level 2 or lower. An overview and flowchart of this process is provided in Attachment **J-8**, *ID/IQ Task Order Flow Process*.
- c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (b) of Clause **H.24**, the contractor shall prepare as part of the Task Order Plan (TOP), the contractor's estimate of the labor categories, labor hours, and other direct costs required to perform the Task Order requirements. In preparing the price estimate, it is mutually agreed and understood that the contractor or its Subcontractor(s) shall use the labor categories and the firm fixed price labor rates set forth in Attachment **J-5A**, *EAST ID/IQ Labor Rates Schedule* for Prime and Major Subcontractors, for each labor category. The TOP shall include sufficient price information and rate details to enable verification of compliance with this requirement.
- d) The TOR will specify a period of performance not to exceed the ultimate contract period of performance. The TOP shall also include a firm-fixed price for each contract option period, if applicable. Upon exercise of the contract option periods, the FFP TOs for the exercised option period shall automatically renew and will be added to the previously priced Option price, if applicable.
- e) Each TO will include the period covered and firm fixed price. A reconciling unilateral modification to the contract will be issued at that time revising Clause **B.7A**, Table **B.7A**, to reflect the summation of the current total task order prices. At the discretion of the Contracting Officer (CO), these reconciling unilateral modifications to reflect the current total TO value summation may be issued at other times as necessary.

- f) The Contracting Officer and Contracting Officer's Technical Representative (COTR) will review and approve each TO and any revision thereto. The Government will provide a list of any other personnel to be included in the routing of TOs for review and concurrence. The Government retains the right to disapprove any Task Order Plans (TOPs).
- g) Approval of TOs does not relieve the contractor of its obligation under the *Limitation of Funds* clause of the contract.

(End of Clause)

H.26 LIMITATION OF FUNDS (FIXED PRICE CONTRACT) (1852.232.77)
(MARCH 1989)

- a) Of the total price of items through TBD, the sum of \$ TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	TBD
Amounts	TBD

- b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- c) 1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **TBD**.
- 2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

- 3) i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- 4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- a) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- b) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- c) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- d) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- e) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**H.27 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA
AND PERFORMANCE RECOGNITION (MSFC - 52.223-94) (FEB 2008)****SAFETY PERFORMANCE EVALUATION**

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

**MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT
HAZARD PREVENTION AND CONTROL**

(ELEMENT 1)	(ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

(ELEMENT 2)	(ELEMENT 4)
System And Worksite Hazard Analysis	Safety and Health Training
Complete And Update Baseline Surveys	Employee
Perform Analysis Of New Work	Supervisor
Job Hazard Analysis/ Process Review	Manager
Self-Inspections	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

Level I - Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) $\leq 50\%$ of the LTC for the applicable North American Industry Classification System (NAICS) rate.	<i>Formal award with public recognition. Appropriate past performance referrals provided.</i>
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Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.

Level II - Annual rating score of ≥ 28 based on the annual assessment score, and a LTC $<$ the applicable NAICS rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.	<i>Formal letter of commendation. Will impact contract evaluation and past performance referrals.</i>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

Level III - Annual rating score of ≤ 16 or a LTC NAICS rate.	<i>Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance</i>
--------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

Failure to improve could result in contract options not being exercised.

Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

If contractor's Safety Performance evaluation does not fall within the above categories.	<i>No recognition</i>
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NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct annual self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually for items requested in paragraph 6 that are not reported. *(Also, see paragraph 7 below.)*

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING.

The contractor shall report safety metrics to the extent specified in the contract.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

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Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Annual Score)
LTC	<p style="text-align: center;"><u>and</u> ≤ 50% of the LTC for the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.</p>	<p style="text-align: center;"><u>and</u> < the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.</p>	<p style="text-align: center;"><u>or</u> > the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.</p>
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

DEDUCTIONS

- Failure to report information on all personnel and property mishaps that meet the criteria of a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

TABLE H.27-1
Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.
6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

(End of Clause)

[END OF SECTION]

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PART II – CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUNE 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at: <http://www.acquisition.gov/far/>.

(End of Clause)

NOTICE: The following clauses are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-13	Contractors Code of Business Ethics and Code (DEC 2008)
52.203-14	Display of Hotline Poster(s)(DEC 2007) [Posters may be obtained from the NASA Office of Inspector General, Code W, Washington DC, 20546-0001, (202) 258-1220]
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identify Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.211-15	Defense Priority and Allocation Requirements (APR 2008)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
52.215-11	Price Reduction for Defective Cost and Pricing Data-Modifications (OCT 1997)
52.215-13	Subcontractor Cost and Pricing Data-Modifications (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)

<u>Clause No.</u>	<u>Title</u>
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 1997)
52.216.18	Ordering (OCT 1995) (NOTE: See Clauses <u>B.7</u> , <u>B.8</u> , <u>H.24</u> & <u>H.25</u>)
52-216.22	Order Limitations (OCT 1995) Indefinite Quantity (OCT 1995)
52.217-2	Cancellation Under Multi-year Contracts (OCT 1997)
52.217-7	Option for Increased Quantity- Separately Priced Line Items (MAR 1989)
52.217-9	Option to Extend the Term of the Contract (MAR 2000) [Insert “the period of performance of this contract” and “30 “ in paragraph (a), and “5 years” in paragraph (c)]
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) Alt II (OCT 2001)
52.219-16	Liquidated Damages -- Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008)
52.219-28	Post-Award Small Business Program Representation (JUN 2007)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (JUL 2005)
52.222.19	Child Labor –Cooperation with Authorities and Remedies (FEB 2008)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-38	Compliance with Veterans’ Employment Reporting Requirements (DEC 2001)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.222-43	Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-2	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (DEC 2007)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)

52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
52.224-1	Privacy Act Notification (APR 1984)
<u>Clause No.</u>	<u>Title</u>
52.224-2	Privacy Act (APR 1984)
52.225-1	Buy American Act- Supplies (FEB 2009))
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-10	Filing of Patent Applications- Classified Subject Matter (DEC 2007)
52.227-14	Rights in Data -- General (DEC 2007) -- As Modified by NASA FAR Supplement 1852.227-14
52.227-16	Additional Data Requirements (JUN 1987)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.230-2	Cost Accounting Standards (OCT 2008)
52.230-6	Administration of Cost Accounting Standards (MAR 2008)
52.232.1	Payments (Apr 1984)
52.232.8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232.11	Extras (APR 1984)
52.232-16	Progress Payments ALT III (APR 2003)
52.232-17	Interest (OCT 2008)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer- Other Than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) – ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed Price (AUG 1987) -- Alternate II (Apr 1984)
52.244-2	Subcontracts (JUN 2007)[Insert “See Clause <u>H.15</u> ” in (d) and “N/A” in (j)]
52.244-6	Subcontracts for Commercial Items (FEB 2009)
52.245-1	Government Property (JUN 2007)
52.245-9	Use and Charges (JUN 2007)
52.245-25	Limitations of Liability – Services (FEB 1997)
52.247-1	Commercial Bill of Lading Notations (FEB 2006)

52.249-4	Termination for Convenience of the Government(Services) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
<u>Clause No.</u>	<u>Title</u>
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
1852.219-74	Use of Rural Area Small Businesses (SEP 1990)
1852.219-75	Small Business Subcontracting Reporting (MAY 1999)
1852.219-76	NASA 8 Percent Goal (JUL 1997)
1852.227-86	Commercial Computer Software – Licensing (DEC 1987)
1852.228-75	Minimum Insurance Coverage (OCT 1988)
1852.237-70	Emergency Evacuation Procedures (DEC 1988)

(End of Clause)

I.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC - 52.252-90) (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, (SCA) as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY, IT IS NOT A WAGE
DETERMINATION**

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grades</u>	<u>Rates</u>
Computer Operator I	GS-04	13.36
Computer Operator II	GS-05	14.95
Computer Operator III	GS-06	16.67
Computer Operator IV	GS-07	18.52
Computer Operator V	GS-08	20.51
Computer Programmer I	GS-05	14.95
Computer Programmer II	GS-07	18.52
Computer Programmer III	GS-09	22.65
Computer Programmer IV	GS-11	27.41
Computer Analyst I	GS-09	22.65
Computer Analyst II	GS-11	27.41
Computer Analyst III	GS-12	32.86
Secretary II	GS-05	14.95
General Clerk II	GS-03	11.90
General Clerk III	GS-04	13.36

COLLECTIVE BARGAINING AGREEMENT JOB CLASSIFICATIONS:

NONE

B. Fringe Benefits (applicable to all classifications)

1. Insurance and Health Programs

Life, accident, and health insurance and sick leave programs (25 percent of basic hourly rate).

2. Holidays

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Presidents' Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Christmas Day

3. Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than three years of service.
- b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.
- c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of Clause)

I.4 FULL TEXT CLAUSES (MSFC - 52.252-90) (AUG 1988)

The following clauses are attached hereto in full text:

I.5 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (NOV 2006)

- a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

- b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally-controlled facility and/or routine access to a Federal information system.

Note: The agency personal identity verification procedures are provided in Attachment **J-15**, *Personal Identity Verification Procedures*.

(End of Clause)

I.6 APPROVAL OF CONTRACT (52.201-1) (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (52.222-39) (DEC 2004)

- a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you

are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - 1) Contractors and subcontractors that employ fewer than 15 persons;
 - 2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - 3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - 4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the

- Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
- i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- 5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- 1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - 2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - 3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.8 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

- a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- b) The use in this solicitation or contract of any [insert regulation name] (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.9 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (MAY 2007)

- a) The Contractor shall be responsible for information and information technology (IT) security when -
 - 1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) *Special Publication (SP) 800-63, Electronic Authentication Guideline*) access to NASA's computer systems, networks, or IT infrastructure; or
 - 2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems* is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.
- b) IT Security Requirements.
 - 1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, *Standards for Security Categorization of Federal Information and Information Systems*, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.
 - i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, *Guide for Developing Security Plans for Federal Information Systems*, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, *Security of Information Technology*. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, *Recommended Security Controls for Federal Information Systems*. The plan shall be reviewed and updated in accordance with NIST SP 800-26, *Security Self-Assessment Guide for Information Technology Systems*, and FIPS 200, on a yearly basis.

- ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, *Risk Management Guide for Information Technology Systems*, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.
 - iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.
- (2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, *Contingency Planning Guide for Information Technology Systems*, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.
- (3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, *Computer Security Incident Reporting Guide*, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.
- (4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.
- (5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.
- (6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative

controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, *NASA Security Program Procedural Requirements*, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall -

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1 and Chapter 4, NPR 1600.1, *NASA Security Program Procedural Requirements*. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 - Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 - Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 - Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a -

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c) (1) through (c) (3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and

certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts:

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of Clause)

I.10 OMBUDSMAN (1852.215-84) (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, [ROBIN N. HENDERSON, DEO1, NASA/MSFC SPACE FLIGHT CENTER, MSFC, AL 35812, TELEPHONE- 256-544-1919, FAX – 256-544-7920, e-mail Robin.N.Henderson@nasa.gov]. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of Clause)

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

I.12 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public

domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of Clause)

I.13 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated

by the clause at [1852.237-72](#), *Access to Sensitive Information*. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at [1852.237-72](#), *Access to Sensitive Information*. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at [1852.204-76](#), *Security Requirements for Unclassified Information Technology Resources*. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for

adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

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**PART III – LIST OF DOCUMENTS, ATTACHMENTS, AND OTHER
ATTACHMENTS**

**SECTION J - LIST OF DOCUMENTS, ATTACHMENTS AND OTHER
ATTACHMENTS**

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT J-1 Appendix A	Performance Work Statement Cross Functional Requirements	J-1-1 – J-1-24 A-1-1 – A-1-69
ATTACHMENT J-2	Data Procurement Document	J-2-1 – J-2-41
ATTACHMENT J-3 Attachment J-3A	Wage Determinations Position Descriptions	J-3-1 – J-3-11 J-3A-1 – J-3A-14
ATTACHMENT J-4 Attachment J-4A Attachment J-4B Attachment J-4C	Service Level Standards Service Level Method Service Level Matrix Service Level Surveillance	J-4-1 J-4A-1 – J-4A-3 J-4B-1 J-4C-1 – J-4C-22
ATTACHMENT J-5 Attachment J-5A Attachment J-5B Attachment J-5C	Pricing Tables EAST ID/IQ Labor Rates Schedule EAST PWS 3.2 Band Option Price Schedule EAST PWS 3.2 Base Price Schedule	J-5-1 J-5A-1 J-5B-1 J-5C-1
ATTACHMENT J-6	Application Point Requirements	J-6-1 – J-6-7
ATTACHMENT J-7	Small Business (SB) Subcontracting Plan	J-7-1
ATTACHMENT J-8	ID/IQ Task Order Flow Process	J-8-1
ATTACHMENT J-9	Installation-Provided Property And Services	J-9-1 – J-9-2
ATTACHMENT J-10	Applicable Regulations and Procedures	J-10-1 – J-10-9
ATTACHMENT J-11	RESERVED	J-11-1
ATTACHMENT J-12	Safety and Health (SHE) Plan	J-12-1
ATTACHMENT J-13	Acronyms and Abbreviations	J-13-1 - J-13-19
ATTACHMENT J-14	RESERVED	J-14-1

ATTACHMENT J
LIST OF ATTACHMENTS (CONT'D)

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ATTACHMENT J-16	RESERVED	J-16-1
ATTACHMENT J-17	NEACC Process Guidelines	J-17-1 – J-17-7
ATTACHMENT J-18	RESERVED	J-18-1
ATTACHMENT J-19	Inventory of H/W and S/W Agreements	J-19-1
ATTACHMENT J-20	End-user Forums	J-20-1
ATTACHMENT J-21	Resource Baseline	J-21-1 – J-21-5
ATTACHMENT J-22	RESERVED	J-22-1
ATTACHMENT J-23	Associate Contractor Agreements	J-23-1

OTHER ATTACHMENTS

SOLICITATION ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
SECTION K	Representations, Certifications, and Other Statements Of Offeror or Respondents	K-1 – K-5
SECTION L	Instructions, Conditions, and Notices To Offerors	L-1 – L-59
SECTION M	Evaluation Factors For Award	M-1 – M-15

OTHER ATTACHMENTS (CONT'D)**SOLICITATION ATTACHMENTS (CON'T)**

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT L-A	A3 Fringe Policy Questionnaire A5 EAST FFP Excel Pricing Model (EPM) A6 EAST ID/IQ Excel Pricing Model (EPM)	L-A3-1 – L-A3-8 L-A5-1 –L-A5-89 L-A6-1 –L-A6-17
ATTACHMENT L-B Attachment L-B1	Background and Historical Resource Baseline	L-B-1 – L-B-88 L-B1-1 – L-B1-137
ATTACHMENT L-C	Form C1 – Key Personnel Position Description Form C2 – Job Description/ Qualification Form Form C3 – Past Performance Questionnaire Form C4 – Subcontracting Past Performance Template Form C5 – Lost Time Case Rates Matrix	L-C-1 - L-C-3 L-C-4 – L-C-5 L-C-6 – L-C-14 L-C-15 L-C-16
ATTACHMENT C	Contracts Transitioning into EAST	C-1-1

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